



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')
 201 Daktronics Drive
 Brookings, SD 57006
 Phone: (800) 325-8766
Daktronics Contact: Devan Goembel

<i>For Internal Use Only</i>	
Bill to Loc #:	_____
Bill to Contact:	_____
Check #:	_____

Purchaser: Oliver Wendell Holmes Junior High School
Address: 1220 Drexel Dr
City, State, Zip : Davis, CA 95616-2123
Country: United States
Phone: (530) 219-5447
Contact: Leigh Choate **Email:** lchoate@djud.net

Customer ID: 124731-004

Oliver Wendell Holmes Junior High School ('Purchaser') hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement

Commencement Date: 15 February 2020

Expiration Date: 14 February 20__

Order No.: E224646-1	Original Job No.: S224646
Description of Services Provided	Price & Payment Terms
See Attachment A	See Attachment B

EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
Oliver Wendell Holmes Junior High School 1220 Drexel Dr, Davis, CA 95616-2123				
	S224646	BB-2101 Basketball Scoreboard	1	124731-004
	S224646	BB-2103 Basketball Scoreboard	1	124731-004
	S224646	All Sport 5010R6 Control Console w/ Radio	2	124731-004

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.
- Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

ATTACHMENT A

GOLD® Services

Scope of Services

Services Included

1. Daktronics parts coverage which includes:
 - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
 - 1.2. Repair or replacement of failed electronic parts or assemblies.
 - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
2. Technical support via telephone during business hours as defined below.
3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Business Hours:

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
4. Purchaser is responsible for providing lift access to the display.
5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 5.2. Purchaser is responsible for routine maintenance functions.
 - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Gold® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

ATTACHMENT B

Payment Schedule

Unless otherwise agreed below, payment for the Service Agreement must be paid in full on the Commencement Date.
Please initial your selection:

Option 1: GOLD® Services: \$565.00

Commencement Date: 15 February 2020

Expiration Date: 14 February 2021

Option 2: GOLD® Services: \$1,440.00

Commencement Date: 15 February 2020

Expiration Date: 14 February 2023

Option 3: GOLD® Services: \$1,590.00

Payable according to the following schedule:

\$530.00 due before commencement

\$530.00 due 15 February 2021

\$530.00 due 15 February 2022

Commencement Date: 15 February 2020

Expiration Date: 14 February 2023

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Site Address:

Company: Davis Joint Unified School District
Address: 526 B Street
City, State, Zip: Davis, CA 95616
Country: USA
Phone: 530 757-5300 x 186
Contact: Nancy Clemente
Email: nclemente@djud.net

Company: _____
Address: _____
City, State, Zip: _____
Country: _____

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: Oliver Wendell Holmes Junior High School

By: _____ Name/Title: Bruce E. Colby, Chief Business Officer Date: _____
Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

1. Scope of Extended Service Agreement. The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. Contract Documents. The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. Commencement Date. The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. Conditions Precedent. Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. Payment. Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. Spare Parts Package. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. Replacement Parts. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. Limitations of Coverage. This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to Daktronics Terms and Conditions of Wireless Service available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. Actions that Void the Service Agreement. Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. Service Providers. Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. Access to the Equipment. The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
12. Adverse Conditions. In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
13. Cooperation. Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

14. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.